



COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY
COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA
93408 • (805) 781-5200
JANETTE PELL, DIRECTOR

REQUEST FOR PROPOSAL PS- #1079

Information Technology Infrastructure Library (ITIL) Training

May 21, 2010

The County of San Luis Obispo is currently soliciting proposals for professional services with a consultant to deliver the General Services Agency-Information Technology (GSA-IT) staff training on ITIL v3.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications, without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process.

If your firm is interested and qualified, please submit one (1) printed copy and one (1) electronic copy (on CD or DVD) of your proposal in either Adobe PDF or Microsoft Word 2003 format by **3:00 p.m. on Friday, June 18, 2010** to:

County of San Luis Obispo
Phill Haley, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Shawn Shurick at: sshurick@co.slo.ca.us. All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the ITIL Project Question and Answer Internet site:
<http://www.slocounty.ca.gov/itd/CurrentProjects/ITILqa.htm>

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Phill Haley
Buyer - Central Services Division
phaley@co.slo.ca.us

1 LOCAL VENDOR PREFERENCE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with preference for local vendors, except for those contracts which the laws of the State of California, or other law, rule, or regulation precludes this local preference.

A "local" vendor is a vendor that:

- A. Conducts business in an office with a physical location within the County of San Luis Obispo;
- B. Holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and
- C. Has conducted business meeting the requirements of A and B above, in such a manner for not less than six (6) months prior to being able to receive the preference.

The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE		YES	NO
Do you claim local vendor preference?			
Do you conduct business in an office with a physical location within the County of San Luis Obispo?			
Business Address: _____ _____			
Years at this Address: _____			
Does your business hold a valid business license issued by the County or a City within the County?			
Name of Local Agency which issued license: _____			

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

2. PROPOSAL SUBMITTAL AND SELECTION PROCESS

- 2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity one (1) printed copy and one (1) electronic copy on CD or DVD, in either Adobe PDF or Microsoft Word, must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on Friday, June 18, 2010. Late proposals will not be considered.
- 2.2 All correspondence should be directed to:
- San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904
- 2.3 Costs of preparation of proposals will be borne by the proposer.
- 2.4 It is preferred that all proposals be submitted on recycled paper, printed on two sides.
- 2.5 Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
- 2.6 This RFP does not constitute an offer of employment or to contract for services.
- 2.7 The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this RFP.
- 2.8 The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
- 2.9 All proposals shall remain firm for one hundred twenty (120) days following closing date for receipt of proposals.
- 2.10 The County reserves the right to award the contract to the firm that presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
- 2.11 Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
- 2.12 The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

- 2.13 All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
- 2.14 The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.** The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
- 2.15 Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer should specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether such information is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

2.16 Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

Date	Event
May 21, 2010	RFP Release Date
June 9, 2010	Final day for proposers to email questions (see pg 1)
June 11, 2010	Responses to questions posted on Internet by 5:00 PM.
June 18, 2010	Proposals Due (3:00 PM)
July 2, 2010	Preliminary Screening Process Complete
July 27 – 29, 2010	Proposer Presentations (3-5 Proposer Finalists)
Aug 5, 2010	Screening Process Complete including reference checks
Aug 6, 2010	Finalist Selection
Aug 10 – Sep 20, 2010	Contract Negotiations & Preparation
Oct 21, 2010	Board of Supervisors Contract Approval

Note: Proposer presentations are an integral part of the selection process. Firms that cannot demonstrate their approach to the training needs of the County during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Notwithstanding, the County reserves the right, in its sole discretion, to forego the presentation portion of the selection process.

- 2.17 The County, through an impartial Selection Committee, will evaluate proposals using the criteria described below, and possible follow up conversations with the finalists. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements may be eliminated without further consideration. The impartial Selection Committee will evaluate the responses to the RFP and make a recommendation to the deciding authority. The award of the contract may be based upon the recommendation of the Selection Committee and the deciding authority. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria (not listed in order of importance):

- Overall responsiveness, quality, attention to detail, and general understanding of the RFP requirements.
- Local Vendor Preference Questionnaire response.
- An evaluation of company background. The County may request further information regarding the financial stability of the proposer.
- References showing demonstrated success with work similar to that outlined in this RFP.

- A consideration of the value offered in the proposal including overall cost.
 - An evaluation of completed Requirements Matrix and other responses to the requirements as defined in this RFP.
 - An evaluation of demonstrated knowledge of ITIL v3.
 - An evaluation of prior and related teaching experience, qualifications, and project implementation.
 - An evaluation of presentations (finalist candidates only).
 - Any other criteria the County deems to be appropriate.
- 2.18 The County anticipates reviewing all proposals and developing a list of the top finalists. The County is under no obligation to explain why a proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any proposer at any time.
- 2.19 The County's selection of the successful final proposer will be made on the basis of the proposals, as submitted by the deadline date. The final proposer will be selected based upon the selection criteria listed above and on possible follow up conversations with the finalists.
- 2.20 The County retains the right to meet with proposers at any time to gather additional information as part of the selection process. The County reserves the right to award the contract to the proposer who presents the proposal which, in the judgment of the County, best accomplishes the desired results. The County will take the proposed professional service fee under consideration. However, the County is under no obligation to award this contract to the proposal that represents the lowest cost. Upon the conclusion of the finalist process, the County may reject all proposals, enter into negotiations with one or more finalists, or enter into a contract with the selected finalist, or finalists, to the extent one or more contracts is awarded.
- 2.21 The proposer shall provide within one week after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. (See Exhibit A, Section 15 of the sample contract – Appendix A.)
- 2.22 The successful proposer may be asked to extend similar pricing to other governmental entities within the State of California within a time period agreed to by the County and successful proposer.

3. PROPOSAL SUBMITTAL FORMAT

3.1 Proposal Paper

It is preferred that the one (1) printed proposal be submitted on recycled paper, printed on two sides in portrait format. Landscape format is acceptable for a subset of information that won't fit well in portrait format. If information spans more than one page in landscape format, the pages of information should be readable one above the other when the bound edge, aligned on the left side, is rotated 90 (ninety) degrees to the right.

3.2 Proposal Format

Proposers are required to follow the proposal format specified in this RFP. The proposal should provide a straightforward, concise description of the proposer's ability to meet the requirements of the RFP, including the expected cost details of the project. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs as presented in the RFP (see section 2, Proposal Submittal and Selection Process). The proposal should contain only information that directly responds to the RFP.

All of the sections listed below must appear in the submitted proposal in the order shown here. If any sections do not apply or are optional to the proposal, include the section with a statement of nonapplicability. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

3.2.1 Title Page –

- Project Name
- Applicant or Firm Name

3.2.2 Section 1 – Offer Letter

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- Project Name
- Applicant or Firm Name
- A statement that your company meets the "Must Have" requirements outlined in 'Appendix B - SLO County ITIL Training RFP Requirements'.
- The offer letter must contain the following statement, "Proposer expressly acknowledges that we have read the indemnification and insurance provisions in Sample Contract in Appendix A, Exhibit A, and will comply with all terms and conditions as written."
- The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.

- A specification of who should be contacted in follow-up to your response along with their contact information.

3.2.3 Section 2 – Executive Summary

Proposers must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

3.2.4 Section 3 – Firm Qualifications

Proposer must provide their response to the following statements and questions in this section of their proposal.

1. Name of Company.
2. Name of Parent Company if applicable.
3. Company website address.
4. Address of proposer location that will service this account.
5. Number of years the company has been in business.
6. Is your company a California corporation? If you are a non-California corporation, is your company registered with the California Secretary of State to do business in California?
7. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
8. Gross revenue for the prior fiscal year (in US dollars).
9. Is your organization anticipating any expansion or re-organization within the next year? If yes, please briefly describe this.
10. How many employees are in your company?
11. How many individuals are qualified to deliver the training specified in Section 4, Project Background and Requirements?
12. Is your corporation listed on a Government Barment list?
13. Qualifications of personnel to be assigned to this project.

3.2.5 Section 4 – Proposed Solution

Refer to the Project Background and Requirements (section 4 below) for details on the County's training service needs and requirements. In completing this section please respond to the following and include details as appropriate.

1. Provide details on how you could meet or exceed the requirements listed in this RFP.
2. Attach a copy of the completed excel spreadsheet, a copy of which is provided in 'Appendix B - SLO County ITIL Training RFP Requirements'. This excel spreadsheet may be downloaded from the SLO County website here: [HTTP://WWW.SLOCOUNTY.CA.GOV/GSA/PURCHASING/CURRENT_FORMAL_BIDS_AND_PROPOSALS.HTM](http://www.slocounty.ca.gov/GSA/PURCHASING/CURRENT_FORMAL_BIDS_AND_PROPOSALS.HTM)
3. Provide details on the type of equipment that will be used to deliver these training services to the County, and if any equipment or facilities are needed by your company to deliver these training services.

4. Briefly describe your company's facilities in San Luis Obispo County that will be used to deliver your proposed solution, if any.
5. Indication of information and participation the proposer will require from County staff.

3.2.6 Section 5 – Alternative Proposed Solution (Optional)

Briefly describe how your company can meet the requirements through alternative solutions, if any.

3.2.7 Section 6 – Additional Comments (Optional)

Please provide any other materials, suggestions, and comments you deem appropriate, if any.

3.2.8 Section 7 – References

Provide at least three (3) customer references that have used your services for training, preferably for ITIL v3 training.

3.2.9 Section 8 – Cost Proposal

The proposed project costs must be quoted according to the Excel template provided in Appendix C, 'ITIL Training RFP Cost Proposal Template.xls' which is posted on the Internet at the same location as this RFP at the following website: [http://www.slocounty.ca.gov/GSA/Purchasing/Current Formal Bids and Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current%20Formal%20Bids%20and%20Proposals.htm)

A copy of this form is included below. Each proposal must be submitted with a completed cost proposal quoted according to the format provided this template. Vendors must submit at least one completed cost proposal in hard copy and electronic form. Multiple cost proposals may be submitted using this template where more than one training approach is being proposed. Multiple cost proposals are not required.

ITIL Cost Proposal Template							
Course	Area of Focus	Certification/PDUs	Total # of students	Training Method (eg, CBT, Classroom, Virtual Classroom)	Recommended Minimum and Maximum # of Students per Class	Per Class Price	Extended Price
ITIL v3 Foundation:	Describe	Describe					
ITIL Practitioner:	List course focus and functions	Describe					
(Add more sections here for ITIL Practitioner if needed below)							
ITIL Expert: Managing Across the Lifecycle	List course focus and functions	Describe					
Subtotal							
Additional Courses Recommended (Optional)	List course focus and functions	Describe					
Other Costs (Optional)	Describe any additional (optional) items	Describe	Use as needed	Use as needed	Use as needed	Use as needed	
Consulting Costs (Optional) to satisfy Requirement #12 of Appendix B, Adoption Recommendation					Cost per Hour	# hrs	Extended Cost
Insurance Fee to Comply with County General Conditions	See notes* below.						
Total Cost Proposal							

*Notes: County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County. All other expenses should be built into the quoted rates above.

Figure 1 - ITIL Cost Proposal Template

3.2.10 Section 9 - Local Vendor Preference

Include the Local Vendor Preference Questionnaire provided in Section 1 of this RFP.

4. PROJECT BACKGROUND AND REQUIREMENTS

4.1 General Information

The County of San Luis Obispo, General Services Agency - Information Technology (GSA-IT) is soliciting responses to this RFP for services needed to train and provide opportunity for all 83 GSA-IT staff for ITIL v3 Foundation certification and provide advanced level training and certification to staff for ITIL adoption within the organization. This training will be offered in a live or virtual lecture style training format. For further information regarding this project, see section 4.2 'Project Scope'.

4.1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,500 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/Home.htm>

4.1.2 GSA-Information Technology Organization

Information Technology is a part of the General Services Agency and is responsible for the development, operation, and maintenance of all County enterprise information systems. GSA-IT is structured by Business Unit. Each Business Unit is responsible for various operations that support on-going operations. Business Units are staffed with highly-skilled and well-trained County staff members who are dedicated to delivering excellence to every customer. The primary GSA-IT Business Units are described in the following paragraphs. Please see Figures 2-4 which show the GSA-IT Organizational Charts for an overview of Business Unit sizes and reporting structure.

4.1.2.1 Infrastructure

The GSA-IT Infrastructure Business Unit is responsible for 1) the design, implementation, and maintenance of the County's data and voice networks; 2) the design, modification and support of the County's data center; 3) the implementation and maintenance of the County's server hardware and environment needed for County's IT enterprise systems and 4) the design, implementation, and maintenance of County-wide IT enterprise system. Some of these environments and services include: the County's groupware system (i.e. Lotus Notes email and calendaring); anti-spam and anti-virus systems; secure internet access; VPN connectivity to the County's data network; the County's mainframe computing environment; database design, storage, and administration, and user security administration.

4.1.2.2 Applications

The GSA-IT Applications Business Unit is staffed primarily with Software Engineers. These engineers are responsible for implementing, developing, integrating and supporting customized departmental applications software as well as commercial applications. GSA-IT Applications supports several legacy mainframe applications as well as contemporary web-based software applications. Additionally, GSA-IT Applications support the County's enterprise financial systems (EFS). This support includes: test, installation and implementation of new SAP/EFS software.

4.1.2.3 Communications

GSA-IT Communications supports the County with the planning, designing and support of two-way radio systems. Additionally, GSA-IT Communications provides several services to County departments including operation and maintenance of a private microwave interconnection network; support dedicated mountain top two-way radio repeaters and control systems; support the Office of Emergency Services, Cal Fire radio network, Sheriff Dispatch and emergency first-responder radio systems; coordination of Radio Amateur Civil Emergency Services volunteer worker-communicator program. Other services include audio and video surveillance support at the Sheriff Jail and Probation department, installation and support of mobile radios in county fleet vehicles, and supporting all inter-jurisdictional public safety communications used throughout the County.

4.1.2.4 Finance and Administration

GSA-IT Finance and Administration is primarily responsible for supporting GSA-IT accounting functions. These services include: internal support for the creation and monitoring of the GSA-IT budget; providing departmental billing services; assisting departments with any questions or concerns regarding GSA-IT billing invoices, procedures or costs; assisting internal departmental staff with accounting and financial services; assisting with departmental travel expense management; assisting internal and external staff with enterprise financial questions.

4.1.2.5 Project Management

The GSA-IT Project Management Office is staffed by trained and skilled project managers. All IT Project Managers are members of the Project Management Institute (PMI), and some hold the Project Management Professional (PMP) certificate. Some of the services provided by the GSA-IT Project Management Office include: provide project management, business analysis, and technology planning services for all County departments; and instruct County staff on project management best practices,

procedures, and documentation standards. Project managers are responsible for creating, executing, and tracking project plans for County approved projects and ensuring that County approved projects are completed on time and within budget.

4.1.2.6 Customer Advocates

The Customer Advocate serves as the primary point of contact when departments have a technology question, questions about the IT Governance process, need a product/service, or have an IT issue or problem. Some of the services provided by the GSA-IT Customer Advocate Business Unit are as follows: Advocates spend time understanding departmental business as well as their IT goals and objectives; act as their advocate in facilitating IT activities and taking ownership of issues; escalating as required; coordinate departmental technology evaluations and service proposals; present findings via a Customer Report; assist in the creation and review of request for proposals and other new initiatives; participate on cross-functional project teams for the development of strategic plans, business processes, applications, and/or operational procedures; explain IT services, fees, and annual budget estimates; identify, coordinate, and prepare communications for the IT Executive Steering Committee.

4.1.2.7 Reprographics

GSA-IT Reprographics provides reprographics services including copying, printing, binding, and scanning to all County departments and some outside public agencies. The reprographics business unit has the hardware and technical staff to support almost any print request that would be expected of a commercial printing organization.

4.1.2.8 Technical Support

Technical Support is a centralized technical support center (help desk) that is designed to address technical issues, access management, and hardware/software configuration. The GSA-IT Technical Support Business Unit provides several services to County departments. Some of these services include: Assist County staff with security access to County enterprise systems; provide on-site departmental automation services as requested by departments; install, support and maintain desktop departmental PC's as well as County approved software applications; install service packs and security patches on servers as requested; provide PC imaging and backup consulting services; provide on-site automation support to departments and agencies; and support Board of Supervisors Chambers.

County Information Technology		
Organizational Chart (Detail)	MARCH 8, 2010	General Services Agency

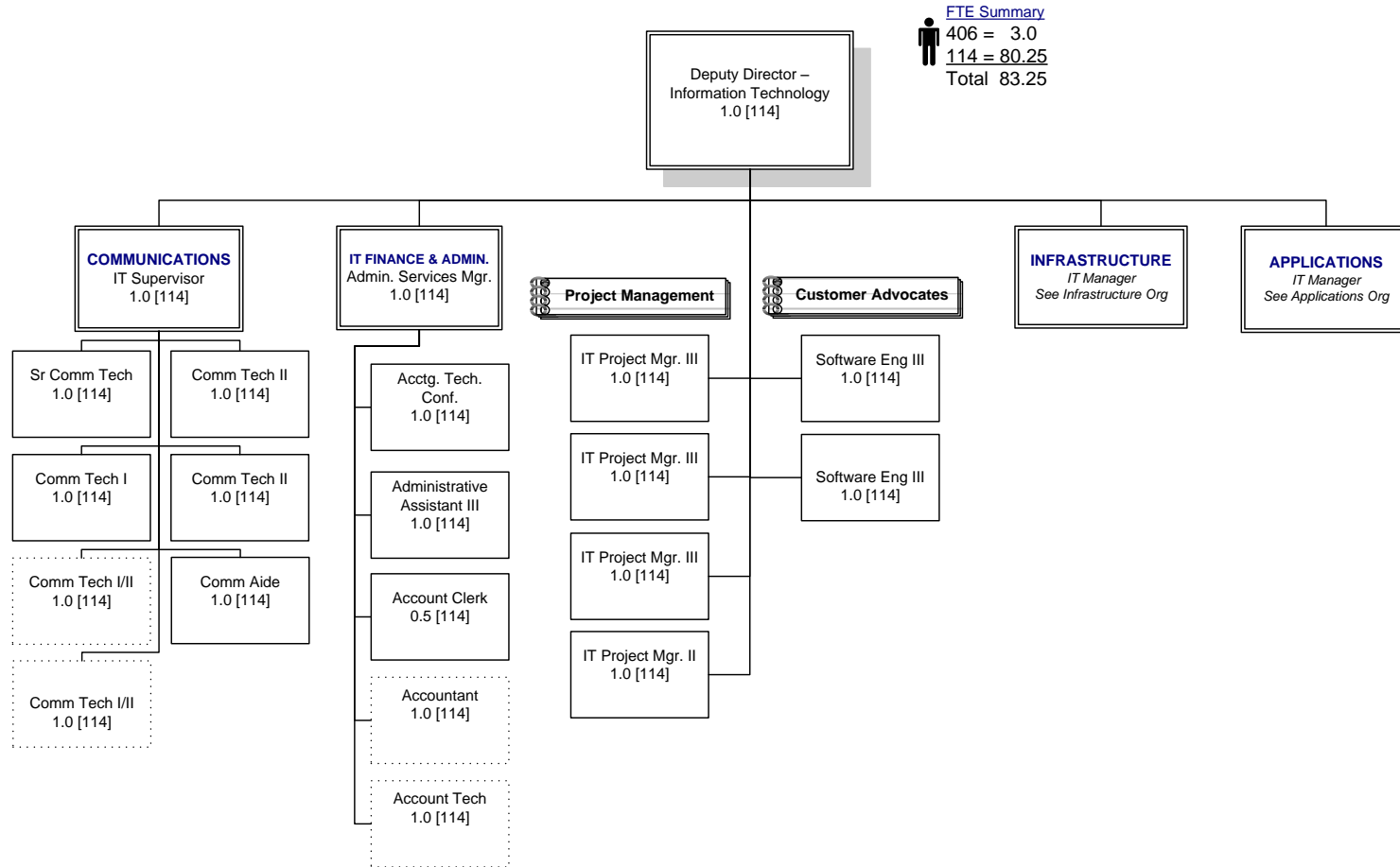


Figure 2 Information Technology Top Level Organization Chart

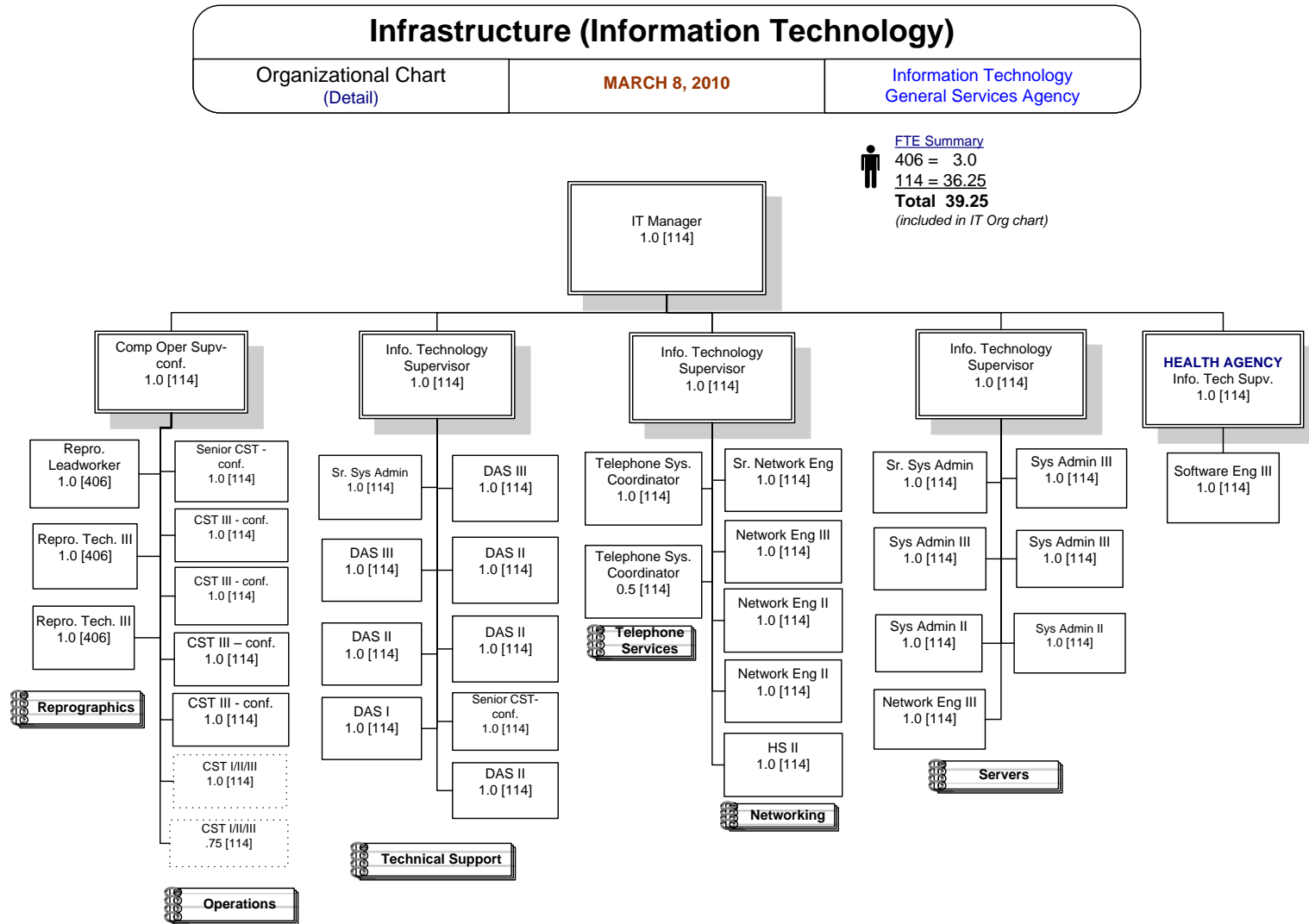


Figure 3 Information Technology Infrastructure Org Chart

Applications (Information Technology)		
Organizational Chart <i>(Detail)</i>	MARCH 8, 2010	Information Technology General Services Agency

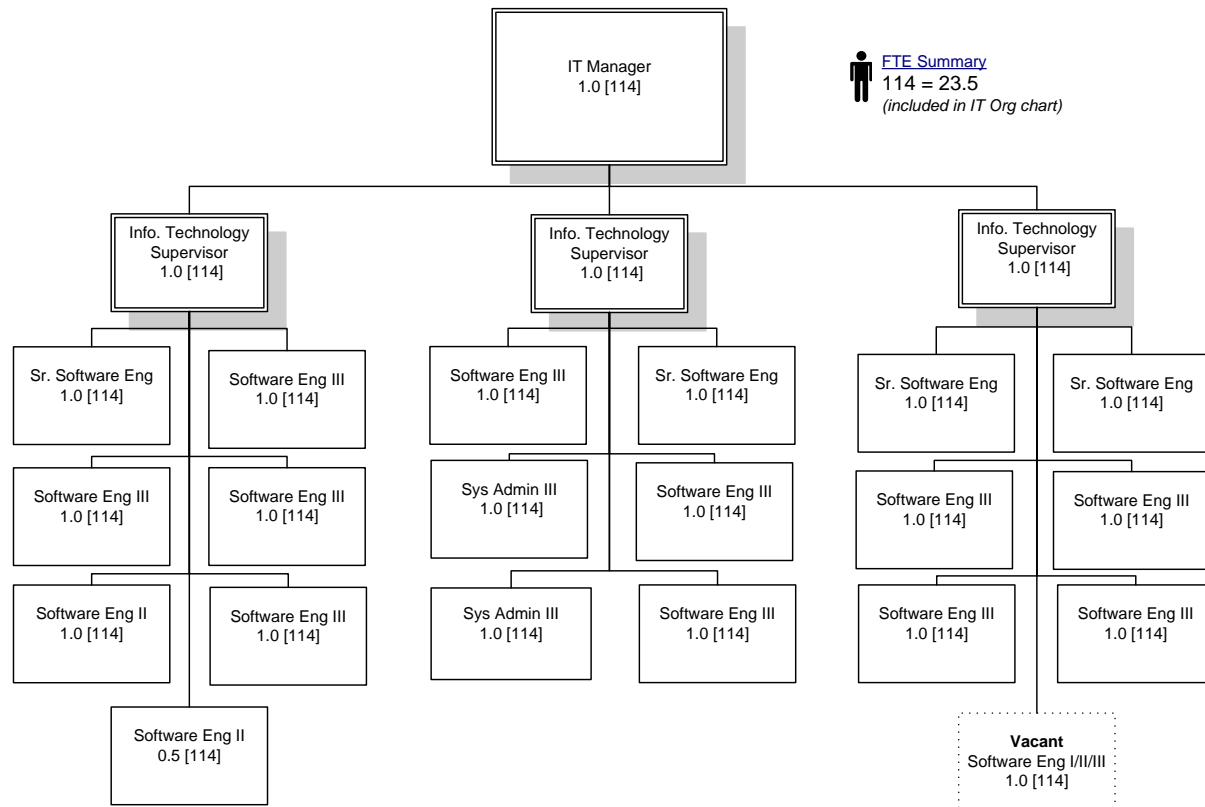


Figure 4 Information Technology Applications Org Chart

4.2 Project Scope

The San Luis Obispo County-wide Information Technology Strategic Plan, Objective 3.5 is to “Implement a Service Delivery Excellence Program using the ITIL or Microsoft Operations Framework.” It goes on to state that “Adopting IT industry-standard processes can improve overall IT service delivery and service support consistency.” Employees of GSA-IT lack the knowledge to implement an ITIL-based Service Delivery Excellence Program. In order to accomplish this objective, GSA-IT seeks to train all GSA-IT employees to learn and adopt ITIL.

The training shall focus on providing all participants with “Foundation” level training. This training should include knowledge of ITIL terminology, structure, basic concepts and core principles of ITIL Best Practices for Service Management, commonly known as ITIL v3. This training will lead to the opportunity for a Foundation Certificate in IT Service Management for all GSA-IT staff.

Proposer shall recommend a training path and number of GSA-IT staff to receive training at levels above “Foundation” in order to facilitate the adoption of ITIL v3.

This project has been budgeted for and the contract will be approved by the County Board of Supervisors.

4.3 General Requirements

4.3.1 Classroom Information

The County has several conference rooms with a capacity for twenty (20) students, a few conference rooms with a capacity of thirty (30) to forty (40) students, and one conference room with a capacity of 100 or more students. The County maintains two classrooms each with sixteen (16) networked workstations using the Microsoft operating system and standard office applications. The County has laptops and portable projectors available for use in any of its conference and classrooms. All conference rooms have high speed internet access.

4.3.2 Training Environment

The proposer will recommend ideal learning environments for the different formats proposed, i.e., on-line computer-based, virtual, classroom and/or combination training, including the ideal number of participants per session. Upon request, the County will furnish a suitable room or computer training environment. The County can furnish other classroom equipment such as a laptop, overhead projector, or video projector.

4.3.3 Tracking the Classes

The proposer will provide the ability for the County to verify the completion of the class, along with any certification achievement for each student. This information must provide within forty-eight (48) hours of class completion or certification. Proposers will be allowed significant latitude on meeting student tracking requirements provided the information is electronic and can be tracked and saved for future reference.

4.3.4 Class Materials

The proposer will supply to the County with a copy of each class presentation and any other classroom and study material two (2) weeks prior to the delivery of the first class. Suggested modifications to the course material requested by the County will be allowed and implemented, provided the County gives the proposer at least five (5) business days advance notice to allow the selected proposer time to adjust the presentation.

4.3.5 Expectations for Instructor Led Classes

Each instructor-led class will give the student the opportunity to participate in training and/or classroom exercises in order to understand the applicability of the concepts in the GSA-IT environment and be qualified for certification.

4.3.6 Prerequisites Needed

The Proposer will identify required materials, coursework or certification necessary for completion of each class recommended.

4.3.7 Availability of follow-up material

Proposer may provide study materials for completion of ITIL Foundation Certification Training in IT Service Management and identify organizations and ITIL resources available to students after the training session. Proposer may provide additional costs, if any, and timeline for availability and/or expiration date(s) of proposed materials.

4.4 Requirements Matrix

The proposer shall include in their proposal a printed copy and electronic copy of the completed Excel spreadsheet entitled 'Appendix B - SLO County ITIL Training RFP Requirements'. The template is found in Appendix B and posted on the Internet. See also Section 3.2.5.

Proposers should thoroughly respond to each requirement.

1. The proposer responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the "Response" column or in a separate document or spreadsheet that references the requirement number.
2. The following answer key shall be used in responding to each requirement:

Response Codes:

F = Fully provided

3 = Provided via third party product

NA = Not available/unable to provide

3. Wherever applicable, proposers are to demonstrate their knowledge of ITIL.

Proposers shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result disqualification of the proposal. A snapshot of the template is shown below. Please use the Excel template available for download on the Internet.

Item	Title	Description	Must Have (MH)/Nice to Have (NH)	Vendor Response Code (see RFP # 10xx Section 4.4 for instructions)
1	Accreditation	Must be an accredited training provider (ATP) for ITIL V3	MH	
2	Accreditation	All trainers must be accredited trainers (AT) for ITIL V3	MH	
3	Adoption Recommendation	Vendor will provide a recommendation for how to adopt ITIL within GSA-IT, including: 1. Number of staff to be trained and at what level. Refer to the organization chart in Figure 2 of the RFP. 2. Recommend a path for GSA-IT to adopt ITIL.	MH	
4	Number of Trainees: Foundation	Vendor is to assume Foundation training for 83 GSA-IT employees	MH	
5	Training Class Size	Vendor to recommend maximum, minimum and optimum class sizes.	MH	
6	Training Environment	Vendor will assume the County will provide the training environment needed. Describe environment requirements.	MH	
7	Training Environment	The courses proposed must be instructor-led, whether virtual (online) or in person. Vendor will disclose all training options available.	MH	
8	Training Materials	Vendor will provide training materials.	MH	
9	Training Syllabus	Deliverable: provide detailed syllabus for all training classes to be offered including class times and topics covered.	MH	
10	Training Timing	The proposed Foundation training will take place within a 2 month duration.	MH	
11	Training Timing	Vendor shall propose a training schedule for any training recommended above the Foundation level.	MH	
12	Adoption Recommendation	Vendor will provide as part of recommending how GSA-IT adopts ITIL up to one day of consulting by training staff or a third party vendor.	NH	
13	References	Vendor will provide examples of adoption of ITIL V3 from the Public Sector in their training.	NH	
14	Trainee Certification	Vendor will provide the opportunity for all employees to receive appropriate certification of any ITIL training provided by the vendor, and include any cost for this. The timing is expected to be after the training, timing to be suggested by the vendor.	NH	
15	Training Materials	Vendor training materials may be duplicated by County for County employees only.	NH	
16	Training Syllabus	The training will start with an overview to employees to include this topic (may use a different title) 'Why ITIL? What good is it?'	NH	

Figure 5 - ITIL Training RFP Requirements

4.5 Appendices

Appendix A – Sample County Contract

Appendix B – SLO County ITIL Training RFP Requirements.xls

Appendix C – ITIL Training RFP Cost Proposal Template.xls

5 **Appendix A – Sample County Contract**

CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation (“Proposer” or “Contractor”).

WITNESSETH:

WHEREAS, the San Luis Obispo County-wide Strategic Plan, Objective 3.5 is to “Implement a Service Delivery Excellence Program using the Information Technology Infrastructure Library (ITIL) Framework” with the goal to “improve overall IT service delivery and service support consistency.”, and

WHEREAS, County General Services Agency – Information Technology (GSA-IT) is planning to implement ITIL v3, and

WHEREAS, employees of GSA-IT lack the knowledge to implement an ITIL-based Service Delivery Excellence Program, and

WHEREAS County is in need of Foundation level training and materials within ITIL v 3 for all GSA-IT employees, and

WHEREAS County is in need of one or more employees to receive appropriate levels of ITIL v3 training and materials in order to guide GSA-IT through the adoption process, and

WHEREAS, Contractor has certain prior experience in supplying training classes and materials on ITIL v3 and has qualified staff who are trained, experienced, expert and competent to provide special professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service employees; and

WHEREAS, the purpose of this contract is to provide professional services and materials for the delivery of this training.

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall supply the goods and perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to supply of said goods and professional services in Exhibit B “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Compensation – The parties agree to the compensation described in Exhibit C “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.
4. Special Conditions – The parties agree to the special conditions described in Exhibit D “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
5. Notices – Written notices required in this contract shall be provided to:

COUNTY
Janette Pell
Director
County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408

CONTRACTOR
Contact Name
Contact Title
Company Name
Mailing Address Line 1
Mailing Address Line 2
City, State Zip

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

CONTRACTOR:

[PROPOSER NAME]

A [STATE] Corporation

By: _____

[Proposer Contact Name]

Date

[Proposer Contact Title]

NOTARIZATION

STATE OF _____)

) SS.

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

WARREN R. JENSEN
County Counsel

By: _____

Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

ATTEST:

By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

EXHIBIT A – General Conditions

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.
4. **Warranty of Contractor re: Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.
6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.
7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

INSERT ADDRESSES

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. Scope and Limits of Required Insurance Policies.

- a. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
 - ii. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

- iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- b. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - i. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - ii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- c. Workers' Compensation/Employer's Liability Insurance.
 - i. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - ii. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
 - iii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- d. Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either

cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
23. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
 - A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
 - B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the

contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

25. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
26. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
- a) Contractor fails to perform his duties to the satisfaction of the County; or
 - b) Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
 - c) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - d) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - e) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or federal or state funding agencies; or.
 - f) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

27. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least forty-five (45) calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 45 calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
28. **Power to Terminate.** Termination of this Contract may be effectuated by the Director of General Services Agency without the need for action, approval, or ratification by the Board of Supervisors.
29. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the

performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

30. **Amendments without Board Action.** The Board of Supervisors delegates to the Director of General Services Agency the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the Director of General Services Agency to amend this Contract to exchange types of services at the rates listed for each respective service. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Director of General Services Agency. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.
31. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.
32. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
33. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
34. **Confidentiality.** During the course of the project, Vendor may be exposed to sensitive or confidential information regarding residents of the County of San Luis Obispo. Accordingly, vendor and its employees may be subject to a background check and may be required to sign a confidentiality agreement, either prior to or concurrently with entering into a contract with County. Contractor will not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclosure Confidential Information to any employee or contractor of Contractor under such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense. For purposes of this Paragraph, "Confidential Information" means the following: (1) any document County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen information within the possession of the County

EXHIBIT B – STATEMENT OF WORK

<Insert the project's statement of work here>

EXHIBIT C – COMPENSATION

1. Compensation Amount [Fixed Based Amount]
2. Billing.
 - 2.1. The County will provide written certification and acceptance of class material and class instruction prior to invoicing by Contractor.
 - 2.2. County will provide written acceptance of each type of class (“Notice of Acceptance”) within 10 days after the last day of the month in which that class was first delivered. Ten (10) days after the County provides a Notice of Acceptance of those classes delivered, Contractor shall submit itemized invoices to the County for the approved work. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.
 - 2.3. Contractor shall submit itemized invoices to the County for subsequent classes delivered. The County will pay the approved amount within thirty (30) days of receiving an approved invoice.